

**Fill in this information to identify your case:**

Debtor 1 Kristie Cabe Davis

United States Bankruptcy Court for the: District of South Carolina

Case number 19-01063

Check if this is a modified plan, and list below the sections of the plan that have been changed.

Pre-confirmation modification

Post-confirmation modification

## District of South Carolina

## Chapter 13 Plan

12/17

### Part 1: Notices

**To Debtors:** This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, this Court's local rules, and judicial rulings may not be confirmable.

*In the following notice to creditors, you must check each box that applies.*

**To Creditors:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. Failure to object may constitute an implied acceptance of and consent to the relief requested in this document.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, pursuant to Federal Rule of Bankruptcy Procedure 3002, you must file a timely proof of claim in order to be paid under any plan. Confirmation of this plan does not bar a party in interest from objecting to a claim.

The following matters may be of particular importance. **Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.**

1.1	A limit on the amount of a secured claim, set out in Section 3.2, which may result in a partial payment or no payment at all to the secured creditor	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.4	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
1.3	Nonstandard provisions, set out in Part 8	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
1.4	Conduit Mortgage Payments: ongoing mortgage payments made by the trustee through plan, set out in Section 3.1(c) and in Part 8	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included

### Part 2: Plan Payments and Length of Plan

**2.1** The debtor submits to the supervision and control of the trustee all or such portion of future earnings or other future income as is necessary for the execution of the plan.

Unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan, the debtor will make regular payments to the trustee as follows:

**\$525 per month for 60 months**

The debtor and trustee may stipulate to a higher payment in order to provide adequate funding of the plan without the necessity of a modification to the plan. The stipulation is effective upon filing with the Court.

Additional monthly payments will be made to the extent necessary to make the payments to creditors specified in this plan.

**2.2 Regular payments to the trustee will be made from future income in the following manner:**

*Check all that apply.*

The debtor will make payments pursuant to a payroll deduction order.  
 The debtor will make payments directly to the trustee.  
 Other (specify method of payment): \_\_\_\_\_

**2.3 Income tax refunds.**

*Check one.*

The debtor will retain any income tax refunds received during the plan term.  
 The debtor will treat income tax refunds as follows:  
 \_\_\_\_\_  
 \_\_\_\_\_

**2.4 Additional payments.**

*Check one.*

**None.** If "None" is checked, the rest of § 2.4 need not be completed or reproduced.

**Part 3: Treatment of Secured Claims**

To receive a distribution from the trustee, a proof of claim, including adequate supporting documentation and filed in compliance with Official Rules and Forms, must be filed with the Court. For purposes of plan distribution, a claim shall be treated as provided for in a confirmed plan. However, if a claim is treated as secured in a confirmed plan and the affected creditor elects to file an unsecured claim, such claim, unless timely amended, shall be treated as unsecured for purposes of plan distribution. Any creditor holding a claim secured by property that is removed from the protection of the automatic stay by order, surrender, or through operation of the plan will receive no further distribution from the chapter 13 trustee on account of any secured claim. This provision also applies to creditors who may claim an interest in, or lien on, property that is removed from the protection of the automatic stay by another lienholder or released to another lienholder, unless the Court orders otherwise, but does not apply if the sole reason for its application arises under 11 U.S.C. § 362(c)(3) or (c)(4). Any funds that would have otherwise been paid to a creditor, but pursuant to these provisions will not be paid, will be distributed according to the remaining terms of the plan. Any creditor affected by these provisions and who has filed a timely proof of claim may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the removal of the property from the protection of the automatic stay. Secured creditors that will be paid directly by the debtor may continue sending standard payment and escrow notices, payment coupons, or inquiries about insurance, and such action will not be considered a violation of the automatic stay.

**3.1 Maintenance of payments and cure or waiver of default, if any.**

3.1(b) The debtor is in default and will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. The arrearage payments will be disbursed by the trustee, with interest, if any, at the rate stated. The trustee shall pay the arrearage as stated in the creditor's allowed claim or as otherwise ordered by the Court.

Name of Creditor	Collateral	Estimated amount of arrearage	Interest rate on arrearage	Monthly plan payment on arrearage
<u>Nationstar Mortgage, LLC dba Mr. Cooper</u>	<u>300 Creighton Dr.</u> <u>Taylors, SC</u>	<u>\$13,000</u> Includes amounts accrued through the <u>March 2019</u> payment	0% (if applicable)	<u>\$260</u> (or more)

**3.2 Request for valuation of security and modification of undersecured claims. Check one.**

**None.** If "None" is checked, the rest of § 3.2 need not be completed or reproduced.

**3.3 Other secured claims excluded from 11 U.S.C. § 506 and not otherwise addressed herein.**

*Check one.*

**None.** If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

The claims listed below are being paid in full without valuation or lien avoidance.

These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed either by the trustee or directly by the debtor, as specified below. Holders of secured claims shall retain liens to the extent provided by 11 U.S.C. § 1325(a)(5)(B)(i). Secured creditors paid the full secured claim provided for by this plan shall satisfy any liens within a reasonable time.

Name of creditor	Collateral	Estimated amount of claim	Interest rate	Estimated monthly payment to creditor
<u>OneMain Financial</u>	<u>2008 Infinity G35</u>	<u>\$5,988</u>	<u>6.00%</u>	<u>\$149</u> (or more)

Disbursed by  
 Trustee  
 Debtor

**3.4 Lien avoidance.**

*Check one.*

**None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

*The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.*

The judicial liens or nonpossessory, nonpurchase money security interests securing the claims listed below impair exemptions to which the debtor would have been entitled under 11 U.S.C. § 522(b). Unless otherwise ordered by the Court, a judicial lien or security interest securing a claim listed below will be avoided to the extent that it impairs such exemptions upon entry of the order confirming the plan. The amount of the judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5.1 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). *If more than one lien is to be avoided, provide the information separately for each lien.*

Name of creditor and description of property securing lien	Estimated amount of lien	Total of all senior/unavoidable liens	Applicable Exemption and Code Section	Value of debtor's interest in property	Amount of lien not avoided (to be paid in 3.2 above)	Amount of lien avoided

Debtor \_\_\_\_\_

<u>Quick Credit</u>	<u>\$335</u>	<u>\$0</u>	<u>\$1,000 S.C. Code Ann. § 15- 41-30(A)(3) ~Household furnishings and goods, wearing apparel, appliances, books, animals, crops, or musical instruments</u>	<u>\$1,000</u>	<u>None</u>	<u>All</u>
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<u>Southern Finance</u>	<u>\$450</u>	<u>\$0</u>	<u>\$1,000 S.C. Code Ann. § 15- 41-30(A)(3) ~Household furnishings and goods, wearing apparel, appliances, books, animals, crops, or musical instruments</u>	<u>\$1,000</u>	<u>None</u>	<u>All</u>
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### 3.5 Surrender of collateral.

Check one.

**None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

## Part 4: Treatment of Fees and Priority Claims

### 4.1 General

The debtor shall pay all post-petition priority obligations, including but not limited to taxes and post-petition domestic support, and pay regular payments on assumed executory contracts or leases, directly to the holder of the claim as the obligations come due, unless otherwise ordered by the Court. Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in § 4.5, will be paid in full without postpetition interest.

### 4.2 Trustee's fees

Trustee's fees are governed by statute and may change during the course of the case.

### 4.3 Attorney's fees

- a. The debtor and the debtor's attorney have agreed to an attorney's fee for the services identified in the Rule 2016(b) disclosure statement filed in this case. Fees entitled to be paid through the plan and any supplemental fees as approved by the Court shall be disbursed by the trustee as follows: Following confirmation of the plan and unless the Court orders otherwise, the trustee shall disburse a dollar amount consistent with the Judge's guidelines to the attorney from the initial disbursement. Thereafter, the balance of the attorney's compensation as allowed by the Court shall be paid, to the extent then due, with all funds remaining each month after payment of trustee fees, allowed secured claims and pre-petition arrearages on domestic support obligations. In instances where an attorney assumes representation in a pending *pro se* case and a plan is confirmed, a separate order may be entered by the Court, without further notice, which allows for the payment of a portion of the attorney's fees in advance of payments to creditors.
- b. If, as an alternative to the above treatment, the debtor's attorney has received a retainer and cost advance and agreed to file fee applications for compensation and expenses in this case pursuant to 11 U.S.C. § 330, the retainer and cost advance shall be held in trust until fees and expense reimbursements are approved by the Court. Prior to the filing of this case, the attorney has received \$\_\_\_\_\_ and for plan confirmation purposes only, the fees and expenses of counsel are estimated at \$\_\_\_\_\_ or less.

### 4.4 Priority claims other than attorney's fees and those treated in § 4.5.

Check one.

The debtor is unaware of any priority claims at this time. If funds are available, the trustee is authorized to pay on any allowed priority claim

Debtor \_\_\_\_\_  
without further amendment of the plan.

Case Number 19-01063

**4.5 Domestic support obligations assigned or owed to a governmental unit and paid less than full amount.**

None.

**Part 5: Treatment of Nonpriority Unsecured Claims**

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**5.1 Nonpriority unsecured claims not separately classified. Check one.**

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata by the trustee to the extent that funds are available after payment of all other allowed claims.

The debtor estimates payments of less than 100% of claims.  
 The debtor proposes payment of 100% of claims.  
 The debtor proposes payment of 100% of claims plus interest at the rate of \_\_\_\_%.

**5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims. Check one.**

None. If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

**5.3 Other separately classified nonpriority unsecured claims. Check one.**

None. If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

**Part 6: Executory Contracts and Unexpired Leases**

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**6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. Check one.**

None. If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

**Part 7: Vesting of Property of the Estate**

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**7.1 Property of the estate will vest in the debtor as stated below:**

Check the applicable box:

Upon confirmation of the plan, property of the estate will remain property of the estate, but possession of property of the estate shall remain with the debtor. The chapter 13 trustee shall have no responsibility regarding the use or maintenance of property of the estate. The debtor is responsible for protecting the estate from any liability resulting from operation of a business by the debtor. Nothing in the plan is intended to waive or affect adversely any rights of the debtor, the trustee, or party with respect to any causes of action owned by the debtor.  
 Other. The debtor is proposing a non-standard provision for vesting, which is set forth in section 8.1. This provision will be effective only if the applicable box in Section 1.3 of this plan is checked and a proposal for vesting is provided in Section 8.1.

**Part 8: Nonstandard Plan Provisions**

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**8.1 Check "None" or List Nonstandard Plan Provisions**

None. If "None" is checked, the rest of Part 8 need not be completed or reproduced.

*Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in this form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.*

Debtor

Case Number 19-01063

1. PPH Mortgage Corp (HUD) - No payments due so long as the debtor continues to live in the house. SC Housing Corp will receive no disbursements from the trustee.
2. OneMain Financial (2006 Toyota Tundra, ½ interest) – The non-filing co-debtor will pay the contractual car payment outside the plan.

**Part 9: Signature(s)**

**9.1 Signatures of the debtor and the debtor's attorney**

*The debtor and the attorney for the debtor, if any, must sign below.*

 /s/ Kristie Cabe Davis

Signature of Debtor 1

 \_\_\_\_\_

Signature of Debtor 2

Executed on 2/22/2019  
MM / DD / YYYY

Executed on \_\_\_\_\_  
MM / DD / YYYY

 /s/ Sidney Wike

Signature of Attorney for the debtor DCID #6729

Date 3/8/2018

MM/DD/ YYYY

By filing this document, the debtor, if not represented by an attorney, or the debtor and the attorney for the debtor certify(ies) that this Chapter 13 plan contains no nonstandard provision other than those set out in Part 8.

**CERTIFICATE OF SERVICE**

The above signing parties certify that the foregoing Notice, Plan and Motions was served on all creditors and parties in interest entitled to such notice on the above stated date. The list of the specific names and addresses of parties served with the plan is attached to the plan filed with the Court.

Label Matrix for local noticing

0420-7

Case 19-01063-hb

District of South Carolina

Spartanburg

Mon Feb 25 15:56:21 EST 2019

Kristie Cabe Davis

300 Creighton Drive

Taylors, SC 29687-3618

AT&T/U-Verse

c/o Bankruptcy

4331 Communications Drive

Floor 4-W

Dallas TX 75211-1300

Credit Collection Services

Attn: Bankruptcy

725 Canton St

Norwood MA 02062-2679

Direct TV

c/o Bankruptcy

4331 Communications Drive

Floor 4-W

Dallas TX 75211-1300

Diversified Consultants, Inc.

Attn: Bankruptcy

Po Box 551268

Jacksonville FL 32255-1268

ERC/Enhanced Recovery Corp

Attn: Bankruptcy

8014 Bayberry Road

Jacksonville FL 32256-7412

Greenville County Tax Collector

301 University Ridge #700

Greenville SC 29601-3659

Gretchen D. Holland

Ch. 13 Trustee Office

20 Roper Corners Circle, Suite C

Greenville, SC 29615-4889

I C System Inc

Attn: Bankruptcy

Po Box 64378

St Paul MN 55164-0378

Internal Revenue Service

Centralized Insolvency Operation

PO Box 7346

Philadelphia PA 19101-7346

(p) INTERNAL REVENUE SERVICE

CENTRALIZED INSOLVENCY OPERATIONS

PO BOX 7346

PHILADELPHIA PA 19101-7346

Jefferson Capital Systems, LLC

Po Box 1999

Saint Cloud MN 56302

Nationstar Mortgage, LLC dba Mr. Cooper

Attn: Bankruptcy

8950 Cypress Waters Blvd

Coppell TX 75019-4620

Nationstar Mtg dba Mr. Cooper

c/o Scott & Corley, PA

27123 Middleton Driver Ste 200

Columbia SC 29204

OneMain Financial

Attn: Bankruptcy

601 Nw 2nd Street

Evansville IN 47708-1013

PPH Mortgage Corp (HUD)

PO Box 5449

Mount Laurel NJ 08054-5449

PRISMA Health (Greenville Health System)

Attn: Bankruptcy

255 Enterprise Boulevard, Ste 210

Greenville SC 29615-3556

Quick Credit

150 Executive Center Drive

Greenville SC 29615-4505

RSI East

Attn: Bankruptcy

1325 Garner Lane Ste C

Columbia SC 29210-8327

Richard Davis

300 Creighton Dr.

Taylors SC 29687-3618

Safeco Insurance Company

220 N Main St suite 500

Greenville SC 29601-2129

Secretary of Housing & Urban Development

1835 Assembly St. #909

Columbia SC 29201-2448

South Carolina Department of Revenue

PO Box 12265

Columbia SC 29211-2265

Southern Finance

1038 N Pleasantburg Dr

Greenville SC 29607-1629

US Trustee's Office

Strom Thurmond Federal Building

1835 Assembly St.

Suite 953

Columbia, SC 29201-2448

US Attorney for Housing & Urban Devel.

c/o A. Lance Crick, Esquire

55 Beattie Place Ste 700

Greenville SC 29601-2168

US Attorney for SC for IRS

Attn. George Conits, Attorney

55 Beattie Place Suite #700

Greenville SC 29601-2168

US Atty General Civil Div

US Dept of Justice, Bankruptcy

Washington DC 20530-0001

Verizon Wireless

500 Technology Dr.

Suite 550

Saint Charles MO 63304-2225

Sidney Wike  
311 Pettigru St.  
Greenville, SC 29601-3112

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Internal Revenue Service	End of Label Matrix
Insolvency Group 4	Mailable recipients 30
1835 Assembly Street	Bypassed recipients 0
MDP 39	Total 30
Columbia SC 29201	